

EXHIBIT 1

Person Filing:

Address (if not protected):

City, State, Zip Code:

Telephone:

Email Address:

Lawyer's Bar Number:

Representing ☒ Self, without a Lawyer or ☐ Attorney for ☐ Petitioner OR ☐ Respondent

JEFF FINE

Clerk of the Superior Court

By Clarissa Cruz, Deputy

Date 06/24/2022 Time 10:47:17

Description

Amount

CASE# CV2022-008062

CIVIL NEW COMPLAINT

333.00

For Clerk's Use Only

TOTAL AMOUNT

333.00

Receipt# 28828907

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

Roxanne M Mosley
Name of Plaintiff

Case Number:

CV 2022-008062

Title: CIVIL COMPLAINT

Amazon.com Inc
Name of Defendant

Breach of Contract

Plaintiff hereby submits this complaint against Defendant(s) and alleges the following:

JURISDICTION and VENUE

1. Maricopa County Superior Court has the legal authority to hear and decide this case because: (Check all boxes that are true.)

- ☒ The value of this case exceeds \$10,000 dollars.
- ☒ Replevin or other nonmonetary remedy will take place in Maricopa County.
- ☒ The Plaintiff resides in Maricopa County.
- ☐ The Defendant resides in Maricopa County.
- ☒ The Defendant does business in Maricopa County.
- ☒ The events, actions, or debts subject of this Complaint occurred in Maricopa County.
- ☐ Other reason: _____

Case Number: _____

DISCOVERY TIER

2. Pursuant to Arizona Rules of Civil Procedure, Rule 26.2 (c) (3), the Court should assign my case to the following tier based on the amount of damages I request.

☐ Tier 1 = Actions claiming \$50,000 or less in damages.

☐ Tier 2 = Actions claiming more than \$50,000 and less than \$300,000 in damages,

OR Actions claiming nonmonetary relief.

☒ Tier 3 = Actions claiming \$300,000 or more in damages.

PARTIES

3. The Plaintiff in this case is An Employee

4. The Defendant in this case is Owner of the Company

STATEMENT OF FACTS AND BREACH

5. Company is Forcing Employees to work in
Other Department. that HAS NO AIR conditioning
6. And ARE unable to meet Rate due to work condition
that ARE UNSAFE
7. Beginning Force to wear Safety Shoes that LEAVE
Blister on your FEET.
8. Working in UNCLEAN conditions.
9. _____

Case Number: _____

10. _____

(If you need more space, add an attachment labeled "Statement of Facts and Breach," and continue consecutive numbering.)

APPLICABLE LAW SUPPORTING CLAIMS

(111) Negligence

(112) Liability - Toxic - Other

(134) BREACH OF CONTRACT

(179) NCC Employer Sanction Action

(180) Exjunction Against work place Harassment

(187) Civil Penalty

(If you need more space, add an attachment labeled "Applicable Laws Supporting Claims," and continue consecutive numbering.)

INJURIES

() I Am BEING HARASSED EVERY DAY About time
 off task.

Case Number: _____

() _____

 () _____

 () _____

 () _____

(If you need more space, add an attachment labeled "Injuries," and continue consecutive numbering.)

DEMAND FOR RELIEF

WHEREFORE, Plaintiff demands judgment against defendant(s), and each of them (if applicable) for the following dollars, interest, costs and expenses incurred herein, or non-monetary remedy, including reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.

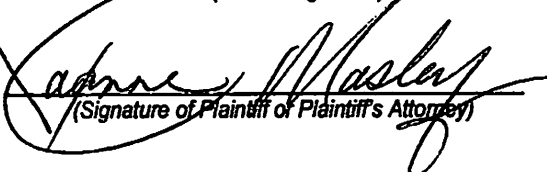
(134) BREACH OF CONTRACT - Five Million DOLLARS

(183) Employment Dispute - ONE Million DOLLARS

(180) Injunction Against Workplace Harassment
Two Million DOLLARS

(182) Civil Penalty Two million DOLLARS

(If you need more space, add an attachment labeled "Demand for Relief," and continue consecutive numbering.)

Dated this 6-24-2022
(Date of signature)

 (Signature of Plaintiff or Plaintiff's Attorney)



2/26/2021

Amazon.com Services LLC
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180

Roxanne Marie Mosley
1711 N 159th ave
Unit 2061
Goodyear, AZ 85395
USA

Dear Roxanne:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on March 1, 2021 ("Start Date"). Your salary will be \$15.00 per hour, (\$31,200.00 annualized based on 2,080 hours per year) and a \$0.85 per hour Shift Differential (\$1,768.00 annualized based on 2,080 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Department, Manager and Shift

Department: 1299010 GYR3 USA FC Receiving(010)
Manager: Karinna Sellers
Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information



Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

Roxanne, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in



this letter.

Sincerely,

Karinna Sellers
Manager I, Operations

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter.

Roxanne Mosley

Signature

Feb 26, 2021

Date

Roxanne Marie Mosley





Dear roxanne mosley,

June 25, 2021

We are pleased to offer you a transfer to GYR1 located at 297 S. Bullard Ave, Goodyear, AZ 85338 with Amazon.com Services LLC.

The details of your NEW position are as follows:

- o **First Day Onsite:** 7/18/2021
- o **Manager:** Gabrielle Nunez
- o **Department:** Pack Single
- o **Shift:** NA7-1830 - 06:30PM - 05:00AM Sunday, Monday, Tuesday, Wednesday
- o **OT Day:** Saturday
- o **Pay Rate:** \$15.50
- o **Shift Differential:** \$0.85

Your shift and schedule may change in the future based on business need. Please note that accepting an internal transfer may impact your pay. Amazon.com reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. We ask and thank you for your continued flexibility.

General Information

Please sign this letter if you accept this transfer. A copy will be kept in your employee file. Please note by accepting your transfer, you acknowledge that you must remain on your shift for 30 days prior to requesting an internal transfer to another shift, department, or building.

We look forward to making history with you,

GYR1 HR

ACCEPTANCE

I agree to and accept this position at Amazon.com Services LLC and the terms set forth above.

DocuSigned by:

roxanne mosley

B70D46C843F94FA...

6/25/2021

Signature

Date

mosiroxa, 109399680

...at this time, we could not support a move to your requested location and continue the terms of your employment with the Company. I am very pleased to offer you the position of FC Associate I. This position is mutually agree, otherwise in writing, you will commence employment the week of June 27, 2021. (1st day June 27, 2021)

Your new position information is as follows:

- Location: CYR I
- Hourly Wage: No Change
- Position: FC Associate I
- Department: NA1, Picking
- Manager: Michael Andrews
- Shift: NAZ-1830 (Sun Wed 1830-0500) (Yr Thurs)
- Shift Differential: \$0.85

Employment at Will
If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

This offer and all terms of employment stated in this letter will expire seven days from the date of this letter.

We are very excited about the possibility of you taking this position. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Please sign this letter; the original will be kept in your employee file, and a copy will be made available to you. Your shift or schedule may change again in the future. Based on business need, Amazon.com reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information has been communicated with associates previously. Please see IIR or your manager if you have questions.

IMPORTANT DETAILS

We every faith that you will excel in your new position.

ment with Amazon.com, Inc. under the terms set forth in this letter.

[Signature]

Date 6-14-2021